

TRANSPORTATION COMMITTEE AGENDA
McLean County Government Center
115 E Washington St – Rm 404, Bloomington, IL
Tuesday, March 4, 2008
8:00 AM

1. **Roll Call**
2. **Approval of Minutes from February 5, 2008 Meeting**
3. **Recommend Payment of Bills to County Board**
4. **Appearance by Members of the Public and County Employees**
 - A. Chip Craddock – Clark Dietz – Complex Generator
5. **Items to be Presented for Action**
 - A. Resolution & Letting Results from the February 20, 2008
County MFT Maintenance Section, Non-MFT Maintenance &
Construction Sections & Township TBP Construction Section 1 – 4
 - B. Bridge Construction Petitions
1. Bellflower Twp – Sec 08-04139-00-BR – McNulta Bridge 5
 - C. Funk's Grove Joint Bridge Repair Petitions
1. Chapel of the Trees 6
2. Johnson Bridge 7
 - D. Local Agency Agreement for Federal Participation 8 – 12
Sec 05-00130-14-RS – Colfax / Weston Rd
 - E. MFT Resolution – Sec 05-00130-14-RS – Colfax / Weston Rd 13
 - F. MFT Resolution – Sec 07-00148-04-FP – Danvers / Carlock Rd 14
6. **Items to be Presented for Information**
 - A. Project Summary
1. Henning & Spady Bridges – Weston Rd – CH 13
Combined Sections 05-00130-12-BR & 05-00130-11-BR 15
 - B. East Side Highway Study 16 – 20
 - C. Horizon Wind Farm Update – Phase 2
 - D. Structural Engineering Study Update – Bloomington & Normal
 - E. Other
7. **Field Trip**

*Vance Emmert – Hudson Township Highway Commissioner and the
Village of Hudson – Broadway St (Franklin St to Lake Spur) Jurisdictional
Transfer Request*
8. **Adjournment**

RESOLUTION BY THE COUNTY BOARD OF MCLEAN COUNTY

WHEREAS, the bids were reviewed by the Transportation Committee of the McLean County Board at their meeting on March 4, 2008, for a letting held on February 20, 2008, for one (1) McLean County MFT Maintenance Section, one (1) McLean County Non-MFT Maintenance Section, one (1) McLean County Non-MFT Construction Section and one (1) Township TBP Construction Section, and,

WHEREAS, the Transportation Committee duly approved the bids on March 4, 2008,

NOW THEREFORE BE IT RESOLVED by the County Board of McLean County that they award the following materials and contracts:

2008 MFT MAINTENANCE SECTION:

McLean County..... Sec 08-00000-00-GM..... GR 9

The successful bidders on the above section were:

McLean County Asphalt Co, Inc	\$5,300.00
1100 W Market St, Bloomington, IL 61701	
HJ Eppel & Co, Inc (Old Rte 66 & 1200 North Rd, Livingston Co).....	\$5,200.00
1400 Tuesburg Ct, Pontiac, IL 61764	
River City Supply, Inc (Normal or Downs).....	\$5,700.00
1523 N Cottage Ave, PO Box 609, Bloomington, IL 61702-0609	

2008 Non-MFT MAINTENANCE SECTION:

McLean County..... Sec 08-00000-00-GM..... GR 10

The successful bidder on the above section was:

McLean County Asphalt Co, Inc	\$58,190.00
1100 W Market St, Bloomington, IL 61701	

2008 Non-MFT CONSTRUCTION SECTION:

McLean County..... Sec 05-00130-13-BR – Seegmiller Bridge

The successful bidder on the above section was:

Stark Excavating, Inc	\$539,681.06
1805 W Washington St, Bloomington, IL 61701	

2008 TBP CONSTRUCTION SECTION:

Lexington RD..... Sec 04-21131-00-BR – Reynolds Bridge

The successful bidder on the above section was:

Stark Excavating, Inc	\$302,913.00
1805 W Washington St, Bloomington, IL 61701	

Matt Sorensen, Chairman McLean County Board

STATE OF ILLINOIS]
] SS
COUNTY OF MCLEAN]

I, Peggy Ann Milton, County Clerk in and for said County is the State aforesaid and keeper of the records and files thereof, as provided by statutes, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of McLean County at its monthly meeting held at Bloomington, Illinois on March 18, 2008.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois, in said County this 18th day of March A.D., 2008.

[SEAL]

Peggy Ann Milton, County Clerk

February 20, 2008

3

McLEAN COUNTY HIGHWAY DEPARTMENT

February 20, 2008

McLEAN COUNTY
SEC. 04-21131-00-BR

ITEM	UNIT	QUANTITY	UNIT PRICE	ENGINEERS ESTIMATE TOTAL	STARK BID BOND UNIT PRICE TOTAL	OTTO BAUM BID BOND UNIT PRICE TOTAL	HJ EPEL CO. BID BOND UNIT PRICE TOTAL	ROWE UNIT PRICE TOTAL	HALVERSON CONST. UNIT PRICE TOTAL
Earth Excavation	Cu Yd	140.0	\$20.00	\$2,800.00	\$62.00	\$8,680.00	\$22.00	\$3,080.00	\$0.00
Channel Excavation	Cu Yd	190.0	\$15.00	\$2,850.00	\$10.00	\$1,900.00	\$16.00	\$3,020.00	\$0.00
Furnished Excavation	Cu Yd	310.0	\$20.00	\$6,200.00	\$1.00	\$310.00	\$25.00	\$7,750.00	\$0.00
Porous Granular Embankment	Ton	95.0	\$30.00	\$2,850.00	\$32.00	\$3,040.00	\$55.00	\$5,220.00	\$0.00
Seeding, Class 2 Special	Acres	0.3	\$7,500.00	\$2,250.00	\$7,666.67	\$2,300.00	\$7,800.00	\$2,340.00	\$0.00
Riprap Special	Sq Yd	653.0	\$40.00	\$26,200.00	\$35.00	\$22,856.00	\$40.00	\$26,200.00	\$0.00
Aggregate Surface Course, Type B	Ton	390.0	\$25.00	\$9,750.00	\$25.00	\$10,140.00	\$25.00	\$9,750.00	\$0.00
Removal of Existing Structures	Each	1.0	\$15,000.00	\$15,000.00	\$27,500.00	\$70,000.00	\$9,000.00	\$9,000.00	\$0.00
Concrete Structures	Cu Yd	23.2	\$700.00	\$16,240.00	\$675.00	\$20,300.00	\$810.00	\$18,792.00	\$0.00
Concrete Superstructure	Cu Yd	109.9	\$765.00	\$84,073.50	\$895.00	\$98,360.50	\$895.00	\$108,801.00	\$0.00
Concrete Encasement	Cu Yd	10.0	\$1,200.00	\$12,000.00	\$1,600.00	\$16,000.00	\$1,500.00	\$15,000.00	\$0.00
Protective Coat	Sq Yd	281.0	\$2.50	\$652.50	\$3.50	\$913.50	\$3.50	\$913.50	\$0.00
Reinforcement Bars Epoxy Coated	Pound	2940.0	\$1.25	\$3,675.00	\$1.25	\$3,675.00	\$1.58	\$4,603.20	\$0.00
Steel Railing, Type S1	Foot	174.0	\$100.00	\$17,400.00	\$90.00	\$15,660.00	\$83.40	\$14,511.60	\$0.00
Furnishing Steel Piles HP 10x42	Foot	480.0	\$40.00	\$19,200.00	\$42.00	\$20,160.00	\$40.00	\$19,200.00	\$0.00
Driving Piles	Foot	480.0	\$4.00	\$1,920.00	\$0.10	\$48.00	\$0.01	\$4.80	\$0.00
Test Pile Steel HP 10x42	Each	2.0	\$4,000.00	\$8,000.00	\$5,250.00	\$10,500.00	\$3,000.00	\$6,000.00	\$0.00
Name Plates	Each	1.0	\$300.00	\$300.00	\$350.00	\$350.00	\$300.00	\$300.00	\$0.00
Traffic Barrier Terminal, Type 5A	Each	4.0	\$1,000.00	\$4,000.00	\$675.00	\$2,700.00	\$900.00	\$3,600.00	\$0.00
Traffic Barrier Terminal, Type 1	Each	4.0	\$2,000.00	\$8,000.00	\$1,225.00	\$4,900.00	\$1,500.00	\$6,000.00	\$0.00
Terminal Marker - Direct Applied	Each	4.0	\$50.00	\$200.00	\$35.00	\$140.00	\$35.00	\$140.00	\$0.00
				\$275,076.00	\$302,913.00	\$413,043.54	\$309,495.00	\$0.00	\$0.00
					8.54%	48.00%	10.90%	-100.00%	-100.00%

BRIDGE PETITION

Sec 08-04139-00-BR

TO: McLean County Board
Care of County Clerk
Government Center
Bloomington, Illinois

McNulta Drainage Structure, Located at 550 North Road on 4100 East Road

Gentlemen:

Bellflower Road District, McLean County, Illinois requests that McLean County in accordance with the Illinois Highway Code, 605 ILCS 5/5-501 of the current Illinois Compiled Statutes, construct a drainage structure with approach fills located in the West line of the SW $\frac{1}{4}$ of Section 13, T 22 N, R 6 of the 3rd P.M., Bellflower Road District.

That of the funds appropriated at the November 2004 meeting of the McLean County Board \$27,500 be used as the County's share of the cost of this structure.

Bellflower Road District certifies that they have levied the maximum on their Road and Bridge Fund the last two years.

Bellflower Road District further states that the County Engineer has made a survey of the water shed and has determines that the site of the new drainage structure shall be as mentioned above and has estimated that the cost of the new drainage structure shall be \$275,000 and the present structure is inadequate.

Bellflower Road District further certifies that the cost of the new structure exceeds 0.02% of the assessed valuation of the Road District.

Respectfully submitted.

Marion Shelton
Highway Commissioner

Bellflower Road District

Approved [Signature]
County Engineer, McLean County, IL

Date: 2/22/08

ATTEST

Mr. Matt Sorensen, Board Chairman

Date: _____

Peggy Ann Milton, County Clerk

BRIDGE PETITION

Sec. 2008 Joint Bridge Repair (1)

TO: McLean County Board
Care of County Clerk
Government Center
Bloomington, Illinois

Chapel of the Trees 057-4519 Drainage Structure at 550N - 735E

Gentlemen:

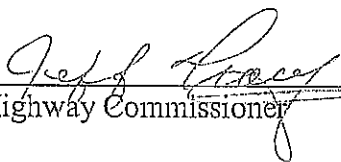
Funks Grove Road District, McLean County, Illinois requests that McLean County in accordance with the Illinois Highway Code, 605 ILCS 5/5-501 of the Illinois Compiled Statutes as amended; repair a drainage structure located at 550N - 735E in Funks Grove Road District.

That of the funds appropriated at the November 20th 2007 meeting of the McLean County Board, \$ 2,700.00 be used as the County's share of the cost of this structure.

Funks Grove Road District certifies that they have levied the maximum on their Road and Bridge Funds the last two years.

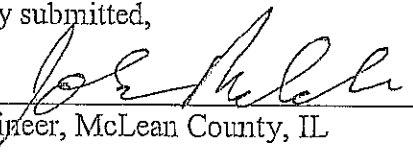
Funks Grove Road District further states that the County Engineer of Highways has made a survey of the damage and has determined that repairs are necessary and has estimated that the cost of the repair work shall be \$ 5,400.00.

Funks Grove Road District further certifies that the cost of the repair work exceeds 0.02% of the assessed valuation of the Road District.



Highway Commissioner

Respectfully submitted,

Approved 

County Engineer, McLean County, IL

Date: 2-20-08

FUNKS GROVE Road District

Approved _____
Matt Sorensen, Chairman McLean County Board

Date: _____

BRIDGE PETITION

Sec. 2008 Joint Bridge Repair (2)

TO: McLean County Board
Care of County Clerk
Government Center
Bloomington, Illinois

Johnson Bridge 057-4521 Drainage Structure at 765N - 775E

Gentlemen:

Funks Grove Road District, McLean County, Illinois requests that McLean County in accordance with the Illinois Highway Code, 605 ILCS 5/5-501 of the Illinois Compiled Statutes as amended; repair a drainage structure located at 765N - 775E in Funks Grove Road District.


That of the funds appropriated at the November 20th 2007 meeting of the McLean County Board, \$ 4,250.00 be used as the County's share of the cost of this structure.

Funks Grove Road District certifies that they have levied the maximum on their Road and Bridge Funds the last two years.


Funks Grove Road District further states that the County Engineer of Highways has made a survey of the damage and has determined that repairs are necessary and has estimated that the cost of the repair work shall be \$ 8,500.00.

Funks Grove Road District further certifies that the cost of the repair work exceeds 0.02% of the assessed valuation of the Road District.

Respectfully submitted,



Highway Commissioner

Approved 


County Engineer, McLean County, IL

Date: 2-20-08

FUNKS GROVE Road District

Approved _____
Matt Sorensen, Chairman McLean County Board

Date: _____

 Illinois Department of Transportation Local Agency Agreement for Federal Participation	Local Agency McLean County	State Contract X	Day Labor	Local Contract	RR Force Account
	Section 05-00130-14-RS	Fund Type STR, TAR	ITEP Number		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-95-308-08	RS-349(113)				

This Agreement is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

Location					
Local Name	Colfax/Weston Road	Route	FAS 349	Length	7.36 miles
Termini	CH 8 (FAS 473) to US 24				

Current Jurisdiction	McLean County	Existing Str. No	
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Project Description
Pavement resurfacing

Division of Cost							
Type of Work	FHWA	%	TARP	%	LA	%	Total
Participating Construction	1,641,600	(*)	458,400	(**)	0	(Bal)	2,100,000
Non-Participating Construction		()		()		()	
Preliminary Engineering		()		()		()	
Construction Engineering		()		()		()	
Right of Way		()		()		()	
Railroads		()		()		()	
Utilities		()		()		()	
TOTAL	\$ 1,641,600		\$ 458,400		\$		\$ 2,100,000

*80% STR funds, to be used second

**LS \$458,400 TARP not to exceed 50% of the final cost of the project to be used first as a match to the federal funds

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

Local Agency Appropriation
By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

Method of Financing (State Contract Work)
METHOD A---Lump Sum (80% of LA Obligation) _____
METHOD B--- _____ Monthly Payments of _____
METHOD C---LA's Share Balance _____ divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Agreement Provisions

THE LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the LA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LA, and STATE and the FHWA, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the STATE and FHWA, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the LA agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement;
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA;
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the LA will pay to the STATE, in lump sum, an amount equal to 95% of the LA's estimated obligation incurred under this Agreement, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the LA will pay to the STATE, a specified amount each month for an estimated period of months, or until 95% of the LA's estimated obligation under the provisions of the Agreement has been paid, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LA will pay to the STATE, an amount equal to the LA's share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the LA will repay the STATE any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the LA will repay the STATE any Federal Funds received under the terms of this Agreement.
- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.

Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.

The LA is responsible for the payment of the railroad related expenses in accordance with the LA/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.

Engineer's Payment Estimates in accordance with the Division of Cost on page one.

- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the LA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LA's certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - (c) The LA shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the LA may invoice the STATE monthly for the FHWA and/or STATE share of the costs incurred for this phase of the improvement. The LA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the LA will submit to the STATE a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LA's certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the LA to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the LA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.

- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the LA for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LA.
 - (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

IT IS MUTUALLY AGREED:

- (1) That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (2) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) For contracts awarded by the LA, the LA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The LA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.). In the absence of a USDOT – approved LA DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program.
- (4) In cases where the STATE is reimbursing the LA, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (5) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1 Location Map.

(Insert addendum numbers and titles as applicable)

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all addenda indicated above.

APPROVED

Name Matt Sorensen

Title County Board Chairperson
County Board Chairperson/Mayor/Village President/etc.

Signature _____

Date _____

TIN Number 200000113

APPROVED

State of Illinois
Department of Transportation

Milton R. Sees, Secretary of Transportation

Date _____

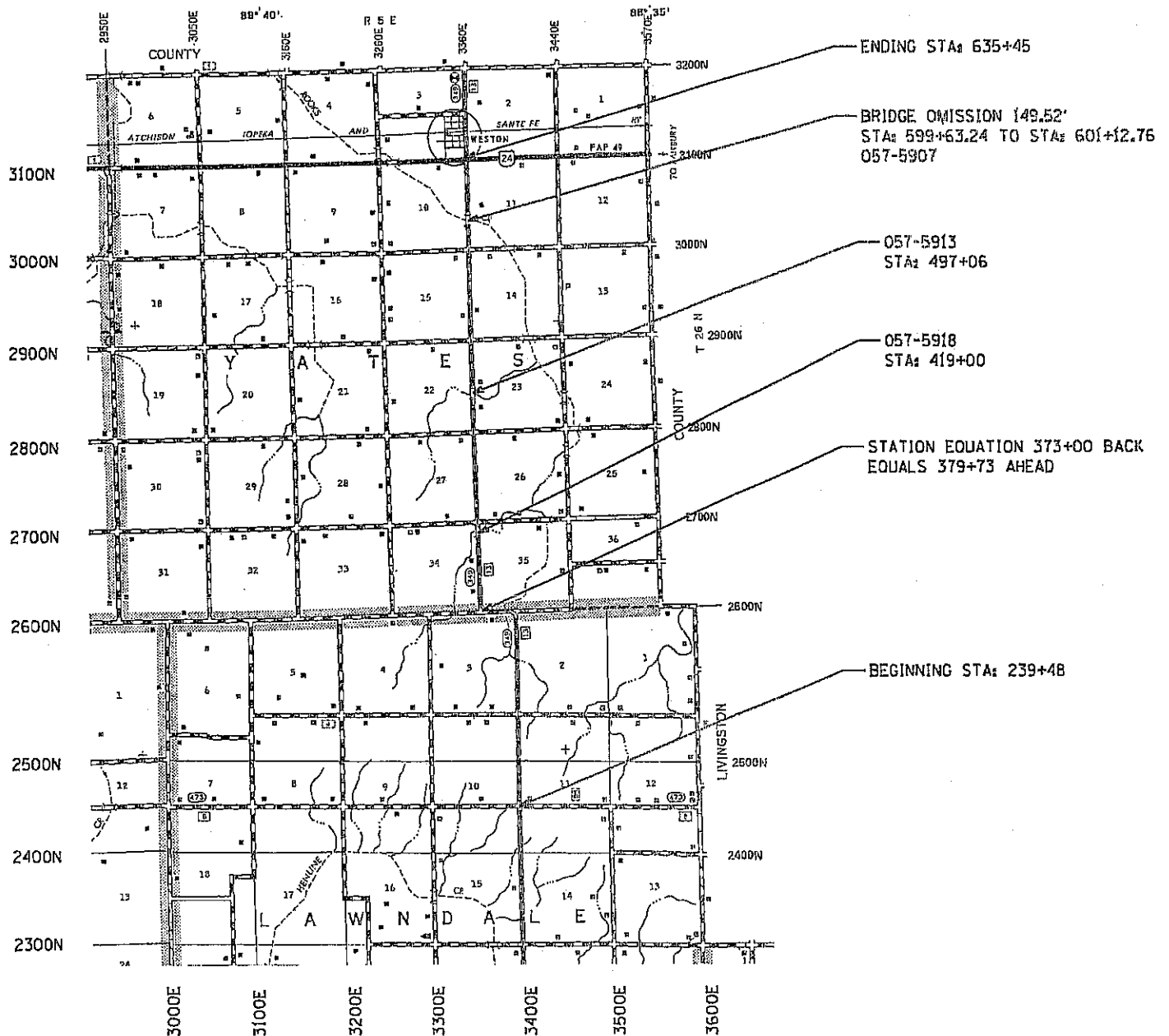
Christine M. Reed, Director of Highways/Chief Engineer

Ellen J. Schanzle-Haskins, Chief Counsel

Ann L. Schneider, Director of Finance and Administration

NOTE: If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

MCLEAN COUNTY
LOCATION MAP
COLFAX-WESTON RD
SECTION 05-00130-14-RS





**Illinois Department
of Transportation**

**Resolution for Improvement by County
Under the Illinois Highway Code**

Colfax-Weston Road (05-00130-14-RS)

BE IT RESOLVED, by the County Board of McLean County, Illinois, that the following described County Highway(s) be improved under the Illinois Highway Code:

County Highway(s) 13, beginning at a point near the Northwest Corner of the Southwest 1/4, of Section 11, T25N, R5E, of the 3rd P.M. (C.H. 8 (2450N))
and extending along said route(s) in a(n) Northerly direction to a point near the Northwest Corner Section 11, T26N, R5E, of the 3rd P.M. (U.S. Route 24 (3100N))
a distance of approximately 38,880 feet (7.364 miles); and,

BE IT FURTHER RESOLVED, that the type of improvement shall be the installation of leveling binder, hot-mix asphalt binder and surface courses, area reflective crack control treatment, aggregate shoulders, and misc. other related
(Describe in general terms)
Items.

and shall be designated as Section 05-00130-14-RS and,

BE IT FURTHER RESOLVED, that the improvement shall be constructed by contract
(Insert either "contract" or "the County through its officers, agents and employees") ; and

BE IT FURTHER RESOLVED, that there is hereby appropriated the sum of One Hundred Thousand
dollars, (\$100,000.00)

from the County's allotment of Motor Fuel Tax Funds and/or County Matching Funds for the construction and engineering of this improvement and,

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

Matt Sorensen, Chairman – McLean County Board

Approved

Date

Department of Transportation

Regional Engineer

I, Peggy Ann Milton County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of

McLean County, at its regular meeting held at Bloomington, IL

on March 18, 2008
Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington

in said County, this _____ day of _____ A.D. _____
(SEAL) _____ County Clerk



Danvers-Carlock Road (07-00148-04-FP)

BE IT RESOLVED, by the County Board of McLean County, Illinois, that the following described County Highway(s) be improved under the Illinois Highway Code:

County Highway(s) 53, beginning at a point 0.17 miles North of the SE corner of the SW 1/4, of the SE 1/4, of Section 14, T24N, R1W, of the 3rd P.M. (C.H. 18 (1700N @ 475E))
and extending along said route(s) in a(n) Northerly and Easterly direction to a point near the SE corner of the NW 1/4, of Section 31, T25N, R1E, of the 3rd P.M. (2050N and 650E)
a distance of approximately 25,662.47 feet (4.86 miles); and,

BE IT FURTHER RESOLVED, that the type of improvement shall be the installation of leveling binder, hot-mix asphalt surface course, area reflective crack control treatment, aggregate shoulders, and misc. other related items.
(Describe in general terms)

and shall be designated as Section 07-00148-04-FP and,

BE IT FURTHER RESOLVED, that the improvement shall be constructed by contract
(Insert either "contract" or "the County through its officers, agents and employees") ; and

BE IT FURTHER RESOLVED, that there is hereby appropriated the sum of One Million
dollars, (\$1,000,000.00)

from the County's allotment of Motor Fuel Tax Funds and/or County Matching Funds for the construction and engineering of this improvement and,

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

Matt Sorensen, Chairman – McLean County Board

Approved	I, <u>Peggy Ann Milton</u> County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of
Date	<u>McLean</u> County, at its <u>regular</u> meeting held at <u>Bloomington, IL</u> on <u>March 18, 2008</u> Date
Department of Transportation	IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in <u>Bloomington</u> in said County, this _____ day of _____ A.D. _____ (SEAL) _____ County Clerk
Regional Engineer	